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28 ALPHA & OMEGA SEMICONDUCTOR, INC.

17 UNITED STATES DISTRICT COURT

18 FOR THE NORTHERN DISTRICT OF CALIFORNIA

19 SAN FRANCISCO DIVISION

20 ALPHA & OMEGA SEMICONDUCTOR,
21 LTD., and ALPHA & OMEGA
22 SEMICONDUCTOR, INC.

Case No. C 07-2638 JSW

(Consolidated with Case No. C 07-2664 JSW)

23 Plaintiffs and Counterdefendants,
24 v.
25 FAIRCHILD SEMICONDUCTOR
26 CORPORATION,
27 Defendant and Counterclaimant.

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

28 AND CONSOLIDATED ACTION.

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in the above-entitled action (the "Action") are likely to
 3 involve production of confidential, proprietary, or private information for which special protection
 4 from public disclosure and from use for any purpose other than prosecuting this Action would be
 5 warranted. In addition, the parties contemplate that non-parties may produce confidential information
 6 that should also be subjected to limited disclosure and use. Accordingly, the parties hereby stipulate
 7 to, and respectfully request the Court to enter, the following Stipulated Protective Order (the "Order").
 8 The parties acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order
 9 creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the
 10 procedures that must be followed and reflects the standards that will be applied when a party seeks
 11 permission from the court to file material under seal.

12 2. DEFINITIONS

13 2.1 Party: any party to this Action, including all of its officers, directors,
 14 employees, consultants, retained experts, and in-house counsel (and their support staff).

15 2.2 Disclosure or Discovery Material: all items or information, regardless of the
 16 medium or manner generated, stored, or maintained (including, among other things, testimony,
 17 transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery
 18 in this Action.

19 2.3 "Confidential" Information or Items: information (regardless of how generated,
 20 stored or maintained) or tangible things that qualify for protection under standards developed under
 21 F.R.Civ.P. 26(c).

22 2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items: highly
 23 sensitive "Confidential Information or Items," the disclosure of which to another Party or non-party
 24 would create a substantial risk of serious injury to the Producing Party.

25 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a
 26 Producing Party.

27 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery
 28 Material in this Action.

1 2.7 Designating Party: a Party or non-party that designates information or items
 2 that it produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential –
 3 Attorneys' Eyes Only."

4 2.8 Protected Material: any Disclosure or Discovery Material that is designated as
 5 "Confidential" or as " Highly Confidential – Attorneys' Eyes Only."

6 2.9 Outside Counsel: attorneys who are not employees of a Party, but who are
 7 retained to represent or advise a Party in this Action.

8 2.10 In-house Counsel: attorneys who are employees of a Party.

9 2.11 Counsel (without qualifier): Outside Counsel and In-house Counsel (as well as
 10 their support staff).

11 2.12 Expert: a person with specialized knowledge or experience in a matter pertinent
 12 to the Action who has been retained by a Party or its Counsel to serve as an expert witness or as a
 13 consultant in this Action and who is not a current employee of a Party or of a competitor of a Party
 14 and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor
 15 of a Party. This definition includes a professional jury or trial consultant retained in connection with
 16 this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation support
 18 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
 19 organizing, storing, retrieving data in any form or medium etc.) and their employees and
 20 subcontractors.

21 3. SCOPE

22 The protections conferred by this Order cover not only Protected Material (as defined above),
 23 but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or
 24 compilations thereof, plus testimony, conversations, or presentations by Parties or Counsel to or in
 25 court or in other settings that might reveal Protected Material.

26 4. DURATION

27 Even after the termination of this Action, the confidentiality obligations imposed by this Order
 28 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise

1 directs.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Manner and Timing of Designations. Except as otherwise provided in this
4 Order, or as otherwise stipulated or ordered, material that qualifies for protection under this Order
5 must be clearly so designated before the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (apart from transcripts of
8 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
9 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on each
10 document that contains associated protected material. Unless otherwise indicated, the designation of
11 confidentiality shall apply to the entire document. If only a portion or portions of the document
12 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) and
13 must specify, for each portion, the level of protection being asserted (either "CONFIDENTIAL" or
14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

15 (b) for testimony given in deposition or in other pretrial or trial proceedings,
16 that the Party or non-party offering or sponsoring the testimony identify on the record all Protected
17 Material and further specify any portions of the testimony that qualify as "CONFIDENTIAL" or
18 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." When it is impractical to identify
19 separately each portion of testimony that is entitled to protection, and when it appears that substantial
20 portions of the testimony may qualify for protection, the Party or non-party that sponsors, offers, or
21 gives the testimony may invoke on the record a right to designate the entire testimony or particular
22 topic thereof "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."
23 Testimony in a deposition may also be designated "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL – ATTORNEYS' EYES ONLY" by notifying the deposing party in writing within
25 fourteen (14) calendar days of the conclusion of the deposition. No deposition may be read by anyone
26 other than the deponent, the attorneys for the parties, and those qualified to see "CONFIDENTIAL" or
27 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" material under Paragraph 7 during the
28 fourteen (14) calendar day period following a deposition unless otherwise agreed upon among the

1 Outside Counsel. Upon being informed that certain portions of a deposition disclose either
 2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information,
 3 each party must cause each copy of the transcript in its custody or control to promptly be marked with
 4 the appropriate designation.

5 Transcript pages containing Protected Material must contain on each page the
 6 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as
 7 instructed by the Party or non-party offering or sponsoring the witness or presenting the testimony.

8 (c) for electronic documents and other electronic files, that the Producing
 9 Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
 10 ONLY" as appropriate to the media containing the documents, or by indicating in writing those
 11 documents designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
 12 EYES ONLY."

13 (d) for information produced in some form other than documentary, and for
 14 any other tangible items, that the Producing Party affix in a prominent place on the exterior of the
 15 container or containers in which the information or item is stored the legend "CONFIDENTIAL" or
 16 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the information or
 17 item warrant protection, the Producing Party, to the extent practicable, shall identify the protected
 18 portions, specifying whether they qualify as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL
 19 — ATTORNEYS' EYES ONLY."

20 5.2 Inadvertent Failure to Designate. The inadvertent or unintentional production
 21 by any Producing Party, or any third party subject to an obligation of confidentiality, of confidential
 22 material or information without designating such material or information as "CONFIDENTIAL" or
 23 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall not be deemed a waiver in whole
 24 or in part of a party's claim of confidentiality, either as to that specific information or as to any other
 25 information. In the event that a Producing Party discovers that it or a third party subject to an
 26 obligation of confidentiality inadvertently or unintentionally provided Confidential Information
 27 without designation, that party shall promptly, by letter sent to opposing counsel, designate all
 28 documents or portions thereto containing such information as "CONFIDENTIAL" or "HIGHLY

1 CONFIDENTIAL – ATTORNEYS' EYES ONLY" subject to the protections of this Order, and a
 2 Receiving Party shall make all reasonable efforts to assure that the material is treated in accordance
 3 with the provisions of this Order. If inadvertently or unintentionally provided Confidential
 4 Information has been disclosed by a Receiving Party in any filing, motion, hearing, trial or
 5 proceeding, then the Receiving Party, after being duly notified by letter, shall, to the extent necessary,
 6 designate all documents or portions containing such information as "CONFIDENTIAL" or "HIGHLY
 7 CONFIDENTIAL – ATTORNEYS' EYES ONLY." To the extent this Confidential Information was
 8 submitted in a filing or motion, the party submitting the filing shall cooperate in any motion or request
 9 to the Court to seal such information, in accordance with the Court's rules and procedures.

10 5.3 Inadvertent Production of Work Product or Privileged Information. The
 11 inadvertent or unintentional production of documents subject to work product immunity, trade secret
 12 immunity, or the attorney-client privilege shall not constitute a waiver of the immunity or privilege,
 13 provided that the Producing Party (or the party holding the privilege or immunity if produced by a
 14 third party such as an outside law firm) promptly after learning of the production notifies the receiving
 15 party in writing of such inadvertent production. No party to this Action thereafter shall assert that
 16 such inadvertent disclosure alone waived any privilege or immunity. Absent court order or agreement
 17 of the parties to the contrary, no use shall be made of such documents during deposition, at trial, or in
 18 any filing or motion, nor shall they be shown to anyone who was not given access to them prior to the
 19 request to return or destroy them. Any Receiving Party will return or destroy such inadvertently
 20 produced items and all copies within five (5) business days of receiving a written request from the
 21 Producing Party for the return or destruction of such items and certify such return or destruction in
 22 writing to the Producing Party. The return of such items shall not be construed as an agreement by the
 23 returning party that the information is, in fact, protected by any privilege or immunity. The Receiving
 24 Party, having so returned the items, may thereafter seek production of any such documents in
 25 accordance with the Federal Rules of Civil Procedure (without asserting waiver based solely on their
 26 inadvertent production). Nothing in this Order shall be construed to require the production of any
 27 information, document, electronically stored information or thing that a party contends is protected
 28 from disclosure by any privilege or immunity.

1 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2 6.1 Objections to Confidentiality Designations and Judicial Intervention. Any party
 3 may object to the designation of particular "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 4 ATTORNEYS' EYES ONLY" information by identifying the information to which the objection is
 5 made in a written notice to the party designating the disputed information. If the parties cannot
 6 resolve the objection, it shall be the obligation of the party challenging the "CONFIDENTIAL" or
 7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" designation to file and serve a motion
 8 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies
 9 the challenged material and sets forth in detail the basis for the challenge. Each such motion must be
 10 accompanied by a competent declaration that affirms that the movant has complied with the meet and
 11 confer requirements imposed in Section 6.2 below. Until the Court rules on the challenge, all Parties
 12 shall continue to afford the material in question the level of protection to which it is entitled under the
 13 Producing Party's designation.

14 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating
 15 Party's confidentiality designation must do so in good faith and must begin the process by conferring
 16 with the Designating Party. In conferring, the Challenging Party must explain the basis for its belief
 17 that the confidentiality designation was not proper and must give the Designating Party an opportunity
 18 to review the designated material, to reconsider the circumstances, and, if no change in designation is
 19 offered, to explain the basis for the chosen designation.

20 6.3 Judicial Intervention. A Party that elects to initiate a challenge to a
 21 confidentiality designation after considering the justification offered by the Designating Party may file
 22 and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
 23 applicable) that identifies the challenged material and sets forth in detail the basis for the challenge.
 24 Each such motion must be accompanied by a competent declaration that affirms that the movant has
 25 complied with the meet and confer requirements imposed in the preceding paragraph and that sets
 26 forth with specificity the justification for the confidentiality designation that was given by the
 27 Designating Party in the meet and confer dialogue.

28

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

7. PRESERVATION AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 11 below (FINAL DISPOSITION).

All “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information shall be maintained under the control of Outside Counsel, who shall make best efforts to prevent any disclosure thereof except in accordance with the terms of this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of record in this Action, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including In-house Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters, their staffs, and Professional Vendors to whom

disclosure is reasonably necessary for this Action;

(f) during their depositions, witnesses in the Action to whom disclosure is

reasonably necessary for this Action. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order;

(g) each person the document or information identifies as an author, source or recipient of such document or information; and

(h) any person that evidence demonstrates to have already viewed the information or document or been told of its content, provided that the party desiring such disclosure first provide five (5) calendar days advanced written notice to the Designating Party of the planned disclosure describing precisely what is to be disclosed, to whom it will be disclosed, and the evidentiary basis for believing the document or information has already been disclosed to such person. Should the Designating Party object to such disclosure within the five (5) calendar days, disclosure shall not be made under this provision.

7.3 Disclosure of "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY"

Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY" only to:

(a) The Receiving Party's Outside Counsel of record in this Action, as well as employees of said Outside Counsel to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this Action, (2) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A), and (3) as to whom the procedures set forth in Section 7.4 below, have been followed;

(c) the Court and its personnel;

(d) court reporters, their staffs, and Professional Vendors to whom disclosure is reasonably necessary for this Action;

(e) each person the docu

or recipient of such document or information; and

STIPULATED PROTECTIVE ORDER

1 information or document or been told of its content, provided that the party desiring such disclosure
 2 first provide five (5) calendar days advanced written notice to the Designating Party of the planned
 3 disclosure describing precisely what is to be disclosed, to whom it will be disclosed, and the
 4 evidentiary basis for believing the document or information has already been disclosed to such person.
 5 Should the Designating Party object to such disclosure within the five (5) calendar days, disclosure
 6 shall not be made under this provision.

7 7.4 Procedures for Approving Disclosure of "CONFIDENTIAL" or "HIGHLY
 8 CONFIDENTIAL — ATTORNEYS' EYES ONLY" Information or Items to "Experts"

9 (a) Unless otherwise ordered by the Court or agreed in writing by the
 10 Designating Party, a Receiving Party that seeks to disclose to an "Expert" (as defined in this Order)
 11 any Protected Material first must make a written request to the Designating Party that (1) states that
 12 the Receiving Party seeks to disclose Protected Material to the Expert, (2) identifies the Expert by
 13 setting forth the full name of the Expert and the address of his or her primary residence, (3) attaches a
 14 copy of the Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies (by
 15 name, address, telephone number and dates of service) each person or entity from whom the Expert
 16 has received compensation for work in his or her areas of expertise or to whom the expert has
 17 provided professional services at any time during the preceding five years, (6) identifies (by name and
 18 number of the case, filing date, and location of court) any litigation in connection with which the
 19 Expert has provided any professional services during the preceding five years, and (7) describes the
 20 nature of any relationship (purpose and length of relationship) that the Expert has or has had with any
 21 Party to this Action.

22 (b) A Receiving Party that makes a request and provides to the Designating
 23 Party the information specified in Section 7.4 (a) above may disclose Protected Material to the
 24 identified Expert unless, within seven (7) calendar days of making the request, the Receiving Party
 25 receives a written objection from the Designating Party. Any such objection must set forth in detail
 26 the grounds on which it is based.

27 (c) A Receiving Party that receives a timely written objection must meet
 28 and confer with the Designating Party to try to resolve the matter by agreement. If no agreement is

1 reached, the Party challenging the disclosure to the Expert may file a motion as provided in Civil
 2 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking a Protective Order
 3 from the Court to prohibit the disclosure to the Expert. Any such notice must describe the
 4 circumstances with specificity, set forth in detail the reasons for the challenge, assess the risk of harm
 5 to the Designating Party that the disclosure would entail, and may suggest any additional means that
 6 might be used to reduce that risk. In addition, any such motion must be accompanied by a competent
 7 declaration in which the movant describes the Parties' efforts to resolve the matter by agreement. The
 8 Receiving Party shall not disclose any Protected Material to the Expert until the objection is resolved
 9 by the parties or the Court. Disagreement by the producing party that the Expert is competent to
 10 render an admissible opinion in this Action is not a valid basis for refusing disclosure. Likewise, the
 11 disclosure of designated material to an Expert under the terms of this Order may not be used as
 12 evidence that the Producing Party acquiesced to the expertise or qualifications of the Expert.

13 7.5 Patent Prosecutors

14 Unless otherwise ordered by the Court or agreed in writing by the Designating
 15 Party, a Receiving Party may not disclose any Protected Material to an attorney that performs patent
 16 prosecution work for the Receiving Party relating to the technical subject matter of the patents-at-issue
 17 in this litigation.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 19 OTHER LITIGATION

20 (a) If a Receiving Party is served with a subpoena or an order issued in other litigation
 21 that would compel disclosure of any information or items designated in this action as
 22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving
 23 Party must so notify the Designating Party, in writing, promptly and in no event more than three court
 24 days after receiving the subpoena or order. Such notification must include a copy of the subpoena or
 25 court order.

26 (b) The Receiving Party also must immediately inform in writing the party who caused
 27 the subpoena or order to issue in the other litigation that some or all the material covered by the

subpoena or order is the subject of this Order. In addition, the Receiving Party must deliver a copy of this Order promptly to the party in the other action that caused the subpoena or order to issue.

(c) The purpose of imposing these duties is to alert the interested parties to the existence of this Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued. The Designating Party shall bear the burdens and the expenses of seeking protection in that court of its confidential material, and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request that such person or persons execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

10. FILING PROTECTED MATERIAL

Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this Action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5.

11. FINAL DISPOSITION

Unless otherwise ordered or agreed in writing by the Producing Party, within 90 calendar days after the final termination of this Action, each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. In lieu of returning to the Producing Party, counsel for a Receiving Party may destroy any Protected Material that is intertwined with attorney work product or privileged

1 communications. With permission in writing from the Designating Party, the Receiving Party may
 2 destroy some or all of the Protected Material instead of returning it. Whether the Protected Material is
 3 returned or destroyed, the Receiving Party must submit a written certification to the Producing Party
 4 (and, if not the same person or entity, to the Designating Party) by the 90 calendar day deadline that
 5 verifies all the Protected Material was returned or destroyed and that affirms that the Receiving Party
 6 has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or
 7 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain
 8 an archival copy of all pleadings, expert reports, motion papers, deposition and hearing transcripts,
 9 legal memoranda, correspondence and attorney work product, even if such materials contain Protected
 10 Material. Any such archival copies that contain or constitute Protected Material remain subject to this
 11 Order as set forth in Section 4 (DURATION) above.

12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
 14 to seek its modification by the Court in the future. The Parties may by stipulation provide for
 15 exceptions to this Order, provided that such stipulation is presented to the Court as a Consent Order,
 16 and any Party may seek an order of this Court modifying or interpreting this Order.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this Order, no
 18 Party waives any right it otherwise would have to object to disclosing or producing any information or
 19 item on any ground not addressed in this Order or from asserting that certain discovery materials
 20 should receive greater confidentiality protection than that provided herein, in accordance with Rule
 21 26(c) of the Federal Rules of Civil Procedure. Similarly, no Party waives any right to object on any
 22 ground to use in evidence of any of the material covered by this Order.

23 12.3 Enforcement. In the event anyone shall violate or threaten to violate the terms
 24 of this Order, subject to meet and confer obligations in the Court's Local Rules, the aggrieved party
 25 may apply to obtain injunctive relief against any such person, and in such event, the respondent,
 26 subject to the terms of this Order, shall not employ as a defense thereto the claim that the aggrieved
 27 party possesses an adequate remedy at law. The parties and any other person subject to the terms of
 28 this Order agree that this Court shall retain jurisdiction over the Order and the parties for the purpose

1 of enforcing the Order.

2 12.4 No Waiver. Nothing in this Order, or the taking of any action in accordance
3 with the provisions of this Order, or the failure to object thereto, shall be construed as a waiver or
4 admission of any claim or defense in the Action. The failure to object to a designation shall not
5 constitute an admission by the Receiving Party that the designated information is in fact trade secret or
6 proprietary information. This Order shall not in any way limit what a party may do or disclose with its
7 own documents or information. Nothing in this Order shall be deemed to preclude a party from
8 seeking and obtaining, on an appropriate showing, different or additional protections or relief
9 regarding matter designated as containing "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
10 ATTORNEYS' EYES ONLY" information.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2

3 DATED: August 1, 2007

4 TOWNSEND AND TOWNSEND AND CREW LLP
5

6 By: /s/Eric P. Jacobs
7 ERIC P. JACOBS
PETER GOLDSMITH
IGOR SHOIKET
ROB McFARLANE
8

9 Attorneys for Defendant, Counterclaimant and Plaintiff
10 FAIRCHILD SEMICONDUCTOR CORPORATION
11

DATED: August 1, 2007

12 MORGAN, LEWIS & BOCKIUS LLP
13

14 By: /s/Brett M. Schuman
15 BRETT M. SCHUMAN
DANIEL JOHNSON, JR.
RITA E. TAUTKUS
ANDREW J. WU
16

17 Attorneys for Plaintiffs, Counterdefendants and
18 Defendants
19 ALPHA & OMEGA SEMICONDUCTOR, INC., and
20 ALPHA & OMEGA SEMICONDUCTOR, LTD.
21

22 Pursuant to Stipulation, it is so ORDERED.
23

24 Dated: August 2, 2007

25 By: 
26 THE HONORABLE JEFFREY S. WHITE
27 United States District Judge
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full
5 address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order (the "Order") that was issued by the United States District Court for the Northern
7 District of California on _____ [date] in the case of C 07-02664 JSW
8 (the "Action"). I agree to comply with and to be bound by all the terms of this Order and I understand
9 and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature
10 of contempt. I solemnly promise that I will not disclose in any manner any information or item that is
11 subject to this Order to any person or entity except in strict compliance with the provisions of this
12 Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the
14 Northern District of California for the purpose of enforcing the terms of this Order, even if such
15 enforcement proceedings occur after termination of this Action.

16
17 Date: _____

18
19 City and State where sworn and signed: _____

20
21 Printed name: _____
22 [printed name]

23
24 Signature: _____
25 [signature]

ATTESTATION PURSUANT TO GENERAL ORDER 45

I, Eric P. Jacobs, attest that concurrence in the filing of this document has been obtained from counsel for plaintiffs, counterdefendants and defendants. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 1st day of August, 2007, at San Francisco, California.

/s/ Eric P. Jacobs

ERIC P. JACOBS

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